

In re	(SHORT TITLE)	CHAPTER:
	Debtor(s).	CASE NO.:

**DECLARATION OF DEBTOR'S ATTORNEY IN SUPPORT OF  
REAFFIRMATION AGREEMENT**  
**(Creditor: \_\_\_\_\_)**

I, \_\_\_\_\_, am an attorney, duly licensed to practice law in the State of California and am admitted to practice law in the United States District Court for the Central District of California. The following is within my personal knowledge, and if called as a witness, I could testify as follows:

1. I have represented debtor(s) \_\_\_\_\_ ("Debtor(s)"), in this bankruptcy case during the course of negotiating an agreement to reaffirm a debt owed by Debtor(s) to creditor \_\_\_\_\_ ("Creditor"), on the terms and conditions set forth in the Reaffirmation Agreement executed by Debtor(s) on \_\_\_\_\_ ("Agreement").
2. I hereby confirm the following:
  - a. I have reviewed Debtor(s)' monthly net income and expenses and have fully advised Debtor(s) regarding the hardship (if any) and legal ramifications which will result from entering into the Agreement.
  - b. I have fully advised Debtor(s) of the legal effect and consequences of any default under the Agreement.
  - c. I have fully advised Debtor(s) of the alternatives under Section 521 of the Bankruptcy Code, that he/she/they has/have no legal obligation to enter into the Agreement and that he/she/they may rescind the Agreement within sixty (60) days after the agreement is filed with the Bankruptcy Court, or at any time prior to discharge, whichever occurs later, by giving written notice of such rescission to Creditor.
  - d. With respect to any security interest asserted by Creditor in property of Debtor(s), I have advised Debtor(s) of my opinion resulting from my investigation of the enforceability of such security interest. My opinion regarding the enforceability of such security interest is based on my examination and analysis of the underlying agreement between Debtor(s) and Creditor, including all documents creating the security interest asserted by Creditor. I have also discussed with Debtor(s), his/her/their opinion of the current "as is" value of property and the extent to which the debt is secured by that value.
  - e. To the best of my knowledge, the Agreement does not impose an undue hardship on Debtor(s) or dependents of Debtor(s).

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
Name of Attorney